

**REGIONAL 911 EMERGENCY COMMUNICATIONS  
AMENDED AND RESTATED DISTRICT AGREEMENT**

**WESTERN MASSACHUSETTS EMERGENCY COMMUNICATIONS DISTRICT**

This regional 911 emergency communications district agreement (“the District Agreement”) is dated as of the 1st day of July, 2022, in accordance with Massachusetts General Laws, Chapter 6A, Sections 18O-18V, inclusive by and among the City of Chicopee and the Towns of East Longmeadow, Longmeadow, Monson and Ware, Massachusetts (collectively, the “Participating Communities”) for the establishment of the Western Massachusetts Emergency Communications District (the “District”).

**PREAMBLE**

In order to establish, site or construct, equip, staff, administer, operate and maintain a consolidated regional 911 emergency communications and dispatch system for the Participating Communities, and such others, as by mutual consent may join in the future, the Participating Communities hereby exercise their common powers by establishing the District, as authorized by Massachusetts General Laws, Chapter 6A, §§ 18O-18V, inclusive.

**RECITALS**

WHEREAS, the Participating Communities are each empowered by law to organize, staff, maintain and operate a public safety communications and dispatch facility, which is a proper governmental function and service; and

WHEREAS, the Participating Communities desire to join together to establish the District, which is a regional 911 emergency communication district comprised of the Participating Communities, and any other communities which may in the future be admitted to the District by an amendment to the District Agreement, duly adopted; and,

WHEREAS the Participating Communities, working through this district, desire to organize, staff, administer, operate and maintain a consolidated regional 911 emergency communications facility in the region, and to provide an orderly method for accomplishing this; and, the Participating Communities have agreed to share the costs, responsibilities and obligations for siting, construction or renovation, staffing, operating, equipping, and maintaining a regional 911 emergency communication facility to serve their communities in Western Massachusetts; and,

WHEREAS, establishment of a regional 911 emergency communications district is authorized pursuant to Massachusetts General Laws Chapter 6A, §§ 18O through 18V, inclusive; and,

WHEREAS, each Participating Community, whether through its city council, town council, board of selectmen or select board, as the case may be (each, an “Enabling Authority”), have each accepted the provisions of G.L. c. 6A, §§ 18O-18V, inclusive, have participated in the negotiations

and development of the District Agreement, and have entered into it by the methods prescribed by law; and,

WHEREAS, each Participating Community desires to combine its resources with the other Participating Communities to share emergency services communications and dispatch services on a regional basis from a single primary location, initially to be located at 110 Church Street, Chicopee, Massachusetts and housed within the Chicopee Police station but legally separate from the operations and jurisdiction of the Chicopee Police Department operations,

NOW THEREFORE, the Participating Communities, for and in consideration of the mutual benefits, promises and agreements set forth herein, each agree as follows:

### **Section 1. Purpose**

This District Agreement is intended to set forth the responsibilities and obligations of the Participating Communities for shared, effective, technologically advanced, and cost efficient municipal emergency dispatch and communication services. The purpose of this District Agreement is to provide for the establishment, operation and maintenance of a consolidated regional 911 emergency communications center by organizing, siting, construction, or renovation, equipping, staffing, maintaining, administering and operating a central facility which provides excellent call receiving, processing and dispatching services to the Participating Communities by means of high quality, well trained and well supervised staff, using technologically advanced and integrated computing, dispatching, and communications equipment.

### **Section 2. Name/Authority**

The District created by this District Agreement shall continue to be known as the "Western Massachusetts Emergency Communications District," (hereinafter, the "District"). The District is established pursuant to G.L c. 6A § 18Q and is a public employer and body politic and corporate with the powers enumerated in G.L c. 6A § 18R, and with such other powers as are generally provided under the laws of the Commonwealth. The District's facility shall be known as the Western Massachusetts Emergency Communications Center, (hereinafter "WESTCOMM" or the "Center").

### **Section 3. Term of This Agreement**

The initial term of this District Agreement shall be for five (5) years beginning on the Effective Date of July 1, 2022 and ending on June 30, 2027. Thereafter, the District Agreement shall automatically renew for an additional five (5) year term, unless terminated by mutual agreement, superseded by a subsequent agreement, or terminated sooner as set forth below, but in no event shall it last for more than twenty-five (25) years.

At all times the financial obligations of each Participating Community to the District shall be subject to annual appropriation and as further provided by G.L. c. 6A, §18S and G.L. c. 59, §23.



Failure to secure sufficient state grant funding to support renovation and equipping of the Center shall not result in the dissolution of the District, but shall empower the Board of Directors, as described below, to delay further development of the Center until sufficient funding becomes available.

This District Agreement shall not be affected by any change in leadership of a party hereto, unless terminated or modified pursuant to the terms of the District Agreement. Withdrawal or termination of a party to this District Agreement shall not, in itself, have the effect of terminating this agreement as to the remaining parties.

#### **Section 4. Governance**

##### **A. Board of Directors**

There is hereby established a Board of Directors (the "Board") for the effective and orderly operation of the District. The Board of Directors shall serve as the governing and administrative body and shall have overall responsibility for the District. The Board shall oversee the siting, renovation, and/or construction; administration; operation; and financing of the Center and to exercise and accept the powers, duties, and liabilities of the District. Members of the Board of Directors shall serve without compensation, but each member shall be entitled to reimbursement for their actual and necessary expenses incurred in the conduct of their official duties.

Each Participating Community shall have one seat on the Board. The Mayor of Chicopee shall appoint one member of the Board, to serve at the pleasure of the Mayor. Except as otherwise provided in this paragraph, the town manager or town administrator, as the case may be, in each of the remaining Participating Communities, or such official's designee, shall serve, *ex officio*, as a member of the Board. Except with respect to a Board Member appointed by the Mayor of Chicopee, a Board Member shall cease to be a Director if she/he ceases to hold her/his office with the appointing Participating Community or if the appointing Participating Community ceases to be a member of the District. The Mayor of Chicopee and the board of selectmen, select board or town council, as the case may be, in each Participating Community shall have the authority to appoint an alternate and shall notify the Secretary of the Board of their respective alternates. The Secretary shall notify each Participating Community of the designation of the other Participating Communities' representatives and maintain an updated list of all Directors and alternates and the Participating Communities they represent.

If a Participating Community other than the City of Chicopee does not employ a town manager or a town administrator, the town council, board of selectmen or select board, as the case may be, may elect to designate a person of their choice, who shall be a paid employee of the town, to represent the town as a Director on the Board. In such towns, that person shall serve at the pleasure of the town council, board of selectmen or select board, as the case may be, of such Participating Community.

An alternate shall have the authority to vote in the name and stead of the Director in that Director's absence from a meeting where such a vote takes place. Alternates shall only be appointed in writing and shall only have authority for particular meetings for which such appointment was made.



Attendance at a meeting by a Director shall, without the necessity of further action, revoke the authority given to such Director's alternate with regard to such meeting. The Mayor of Chicopee and the town council, board of selectmen or select board, as the case may be, of each Participating Town shall have the right to change or revoke the appointment of the designated alternate at any time; by providing prompt notice of revocation to the Secretary of the Board.

**B. Officers of the Board of Directors and the District**

The officers of the Board shall be the Chair, Vice Chair, Treasurer and District Secretary. The Chair and Vice Chair shall be elected by ballot from among the Board's membership. They shall serve a term of two (2) years, without limitation as to the number of terms any individual may serve, after election by the Board. Should the Chair or Vice Chair leave the Board prior to the expiration of her/his term as Chair/Vice Chair, new elections shall be held to fill the unexpired term. The Treasurer and Secretary, who may be the same person, shall be appointed by a majority vote of the Board. The Treasurer and Secretary need not be members of the Board. They shall serve at the pleasure of the Board.

The Board shall designate one (1) or more of its members to approve payrolls or bills for salary or expenses of Board members or employees, provided however that the members approving such payroll or bill shall make available to the Board at its next meeting the record of that action.

**C. Meetings of the Board of Directors**

The Board of Directors shall meet from time to time, but at least once in each fiscal quarter. The first meeting of the fiscal year shall be the annual meeting. The date, place and time of any regular meeting shall be scheduled by the Chair and the notice of same shall be given to each Director with sufficient notice to facilitate her/his attendance in a manner consistent with the open meeting law. Written notice of all meetings, including agendas, shall be posted and in all other ways shall comply with the provisions of the Open Meeting Laws (G.L. c. 30A, §§18-25) and the Public Records Law (G.L. c. 66), as amended from time to time. The Board shall schedule and hold such additional meetings as may be deemed necessary from time to time. If, for any reason, the Chair is unavailable or unable to fulfill these functions, or to preside over a meeting, the Vice Chair shall fulfill these duties. A meeting shall be called upon the written request to the Chair of two (2) or more Directors.

The Board shall designate an individual present at its meetings to keep minutes of all regular and special meetings. A copy of the approved minutes shall be provided within ten (10) business days after approval to each Director and to the Town Clerk in each Participating Community, as well as to any member of the public requesting same.

The Board may adopt such rules for conducting meetings and other business as it determines to be necessary and appropriate. In the absence of rules to the contrary, common law principles for the operation of meetings may be relied upon. The failure to follow such rules shall not affect the validity of any action by the Board which is otherwise legal and consistent with this District Agreement. The Board may suspend its rules if and when it deems appropriate.



A majority of the Board of Directors shall constitute a quorum, and the affirmative vote of at least a majority of all of the members of the Board of Directors (or their alternates) shall be required to approve any action of the Board of Directors, except as provided elsewhere in this District Agreement. Each Director (or their alternate) shall have an equal vote.

#### **D. Powers and Duties of the Board of Directors**

The Board shall have the authority and responsibility to serve as the governing and administrative body for the District and shall have overall responsibility for creation and operation of the District and the Center. The Board shall oversee the siting or construction or renovation, staffing, equipping, administration, operation and financing of the Center. The Board shall exercise and accept the powers, duties, responsibilities and liabilities of the District.

The Board shall adopt an annual operating budget and annual and multi-year capital budgets with the approval of the Financial Advisory Committee (defined below), and with advice and assistance from the Operations Committee (defined below) and the Executive Director (as described below). The proposed budget for the fiscal year commencing July 1 shall be completed and financial requirements to fund it submitted to the chief executive officers, board of assessors and treasurers of each Participating Community no later than February 1. This submission shall include the cost apportioned to each Participating Community to fund its allocable share of the budget, as described in Section 8 below. The budget shall include a line item for planned and unanticipated maintenance expenses, and a reserve fund, not to exceed ten (10%) percent of the annual non-personnel operating budget as further described in Section 7 below.

The Board shall appoint an Executive Director. The Executive Director shall be an employee of the District and her/his salary and benefits shall be established by the Board. The Executive Director shall be responsible for the day-to-day operation and maintenance of the Center, subject to the specific authority retained herein by the Board and the general supervisory authority of the Board. The Board may delegate authority to the Executive Director, and a record of such delegation shall be maintained by the Executive Director citing the meeting date the delegation approved. The specific job qualifications, duties and responsibilities of the Executive Director shall be set by the Board with advice and recommendations from the Operations Committee and such other sources as the Board may consult. The Executive Director shall report to the Board. The Executive Director shall be responsible for the hiring, training, promotion, supervision, discipline, and discharge of staff, in consultation with and subject to the general supervisory authority of the Board, and in consultation with the Operations Committee. The Executive Director shall be responsible for researching, applying for grant funding from state, federal, and non-governmental organizations, and such other fund raising efforts as authorized by the Board. The Executive Director, in concert with the Operations Committee shall keep abreast of operational and technological advances in communications technology, Center operations and management.

Prior to the opening of the Center, the Executive Director shall make him or herself available to the Participating Communities to advise on all matters related to or affecting the transition, including operations, staffing, personnel, equipment and technology. It is the Executive Director's responsibility, with the assistance of the Operations Committee if needed, to prepare a written



transition plan ("Transition Plan") that describes and outlines the steps to be taken and procedures followed in each of the Participating Communities and by the District in order to successfully and safely transition from city/town-based dispatching to full Center operations. It is the Executive Director's responsibility to initiate the implementation of the Transition Plan. Said plan shall also outline specific deadlines that the Participating Communities must meet and dates by which each Participating Community must adhere to in order to ensure a smooth transition to a certain go-live date. It is the Executive Director's responsibility to clearly communicate any such date or specific obligation of any Participating Community.

The Board of Directors shall appoint a Secretary and Treasurer (who may be the same person), who may be a treasurer or other qualified financial official of one of the Participating Communities in the District. The Treasurer, subject to the direction and approval of the Board, shall be authorized to receive, invest and disburse all funds of the District. The Treasurer shall pay any bill of the District which has been approved by the Board. The Treasurer shall give bond for the faithful performance of her/his duties in a form and amount as fixed by the Board. The Treasurer may be compensated for her/his services according to terms as may be set by a vote of the Board and to collect reasonable expenses, as approved by the Board. The Treasurer shall be subject to G.L. c. 41, §§ 35, 52, and 109A. The Treasurer shall certify the amounts apportioned to be paid by each Participating Community in order to fund each annual operating and capital budget, as provided in G.L. c. 6A § 18S. The Board may, with the advice of the Financial Advisory Committee, purchase or lease land, buildings or building space for the District. The Board may enter into any contracts and agreements necessary for the exercise of the District's powers and functions, including contracts and agreements to lease or purchase equipment, supplies, materials and services, including lease or purchase of such equipment from one or more of the Participating Communities. The Board may also enter into contracts and agreements to provide 911 emergency services to non-member municipalities and other governmental bodies and other persons or entities.

The Board shall set a schedule for annual budget preparation that permits time for due deliberation prior to the statutorily required February 1 notice to the Participating Communities of their respective shares of the costs of the District for the following fiscal year. The Board shall approve all annual operating and capital budgets prior to their submission for final approval by the Financial Advisory Committee. The requested annual operating and capital budgets for the District shall be submitted to the Financial Advisory Committee in a timely manner, so as to permit review and analysis.

The Board may, subject to the provisions of G.L. c. 6A, § 18R (g), incur debt for a term not exceeding twenty-five (25) years to acquire land, buildings and equipment to construct or site and maintain the District, provided however that written notice of the amount of the debt and the general purpose for which it would be authorized must first be approved by a majority vote of the Financial Advisory Committee. The Financial Advisory Committee shall vote on the proposed debt within fourteen (14) days of receiving notice. If the Financial Advisory Committee approves the debt, the debt may be authorized by the Board and written notice of the amount of the debt and its general purposes shall be given to the mayor, board of selectmen or select board, as the case may be, of each Participating Community no later than seven (7) days after the date on which the debt was authorized by the Board. No debt shall be incurred until the expiration of sixty (60) days



from the date the debt was authorized by the Board. If, prior to the expiration period, the legislative body of any Participating Community votes to disapprove the amount of debt authorized by the Board, the debt shall not be incurred.

The Board may, subject to the provisions of G.L. c. 6A § 18R (h), and subject to approval by two thirds vote of the Financial Advisory Committee of the amount and general purpose of the bonds or notes, issue bonds and notes in the name and upon the full faith and credit of the District. Any such bonds or notes are not backed by the full faith and credit of the Participating Communities. Nor are such Participating Communities guarantors of such bonds or notes as may be issued by the District. All offering documents, official statements, marketing materials and rating agency and investor presentations relating to the issuance of debt of the District shall specifically state that such debt is not backed by the full faith and credit of the Participating Communities, and that the Participating Communities are not guarantors of such bonds or notes as may be issued by the District. The bonds or notes shall be signed by the Chairman and Treasurer of the Board.

The District may sue and be sued, but only to the same extent and upon the same conditions that a municipality may be sued.

The Board, acting through the Treasurer, may also incur short-term debt in anticipation of revenue to be received from the Participating Communities; assess member municipalities for any district expenses pursuant to the budgeting process and cost apportionment provisions as specified in this Agreement; apply for and receive any grants or gifts for District purposes; engage legal counsel; and exercise such other powers and duties as are necessary for the operation of the District, unless otherwise prohibited by law.

The Board shall maintain accurate and comprehensive records of services performed, costs incurred and reimbursements and contributions received. The Board shall issue quarterly and annual financial statements to all Participating Communities and to the Financial Advisory Committee. The annual report shall include the District's maintenance and operating budget, including the amounts assessed to each member municipality and any debt and interest incurred by the District under the provisions of G.L. c. 6A § 18R.

The Board shall perform regular audits of the accounts of the records of the District, using an outside, independent auditor. It is the Executive Director's responsibility to initiate and track such audits. Upon the completion of each audit, the Board shall forward a copy of the audit to the President of the City Council, the Chairman of the Board of Selectmen or Select Board of each Participating Community, the Financial Advisory Committee, the State Auditor, the State's 911 Department and the Commonwealth's Division of Local Services.

The District, acting through the Board shall be designated as the employer for purposes of G.L. c. 150E. This responsibility may not be delegated. The Board shall establish the qualification, duties, compensation, benefits, and other terms and conditions of employment for the Executive Director and other personnel employed by the District except that the Board may delegate all or part of this authority over other staff to the Executive Director as it determines is appropriate and in the best interests of the District. Eligible employees of the District shall be entitled to participate in the City-State Retirement System, pursuant to G.L. c. 32. The District employees' retirement plan



shall be administered by the Hampden County Retirement Board. Employee health insurance may be purchased through the Scantic Valley Regional Health Trust or the Commonwealth's Group Insurance Commission or such other entity as the Board determines to be advantageous and appropriate.

The Board shall perform a comprehensive review of the terms of the District Agreement, and the operations of the District and the Dispatch Center, at least one hundred and eighty (180) days prior to the end of the then current term of the District Agreement in order to consider any amendments to the then operative District Agreement for the betterment of operations of the District and the Center. The Board shall report its findings to the Mayor of Chicopee, the town council president and the chairs of the board of selectmen or select board, as the case may be, for each of the Participating Communities.

#### **E. Advisory Committees**

The Board shall appoint an Operations Committee and Financial Advisory committee and may appoint such other advisory committees as it deems appropriate.

##### The Operations Committee:

The Members of the Operations Committee shall be the Police and Fire Chiefs from each of the Participating Communities. The Operations Committee, to the extent possible, shall operate in a manner similar to the Board of Directors, electing by ballot a Chair and Vice Chair, holding regular meetings, including one (1) at least quarterly, all in compliance with the Open Meeting Laws and Public Record Laws. Each Police and Fire Chief shall have the authority to designate an alternate for any meeting that such Chief is unable to attend. The Operations Committee may establish rules for the conducting of meetings, and voting. It may appoint a delegation, less than a quorum, to meet regularly with the Executive Director to discuss operational issues and other matters of mutual interest. The Operations Committee may appoint other subunits, such as Task Forces, to investigate and report on equipment, technology, dispatch protocols, training, or other matters relevant to the operations of the Center.

The Operations Committee shall be responsible for advising the Board of Directors, and working with the Executive Director, to assure the effective and orderly operation of the Center, including advising on communications equipment and systems; data processing and records management; operations; dispatch, call-back and other operational protocols and standard operating procedures; other policies and procedures; staffing, supervision and training; facilities and maintenance; and such other matters as are required to provide excellent emergency communications and dispatch services.

The Operations Committee will make recommendations to the Board of Directors and Financial Advisory Committee in a timely way to assist in the development of annual and capital budgets for the District.

The Operations Committee shall coordinate with each of the Participating Communities on local protocols and standard operating procedures required to transition to and implement regional



dispatch services for each of the Participating Communities, and to ensure compliance with all applicable local, state, and federal protocols, rules, regulations, directives and laws.

The Operations Committee will provide an annual assessment to the Board of Directors of the equipment and operations of the Dispatch Center, its Executive Director and its staff, as they affect public safety in the Participating Communities.

The Operations Committee will provide to the Board of Directors its assessment of the public safety impact of any proposed or pending changes in the make-up of the Participating Communities in the District, including adding communities, or the possible termination or withdrawal of existing members. Such assessment shall include recommendations for mitigating the impact of such changes.

Members of the Operations Committees are encouraged to regularly attend meetings of the Board of Directors to provide observations, advice and guidance.

#### The Financial Advisory Committee:

The members of the Financial Advisory Committee shall be the Chief Financial Officer of each Participating Community or her/his designee, provided said designee is approved by the Board. To the extent possible, the Financial Advisory Committee, shall operate in a manner similar to the Board of Directors, electing by ballot a Chair and Vice Chair, holding regular meetings, including one (1) at least quarterly, all in compliance with the Open Meeting Laws and Public Record Laws. The Financial Advisory Committee may establish rules for the conducting of meetings, designation of alternates and voting.

The Financial Advisory Committee shall review the annual operating and capital budgets approved by the Board and vote to approve or revise the annual operating and capital budgets, resubmitting them to the Board and the Treasurer by January 20<sup>th</sup> in each year, in order to assure submission of the required cost allocations to each Participating Community, on or before February 1.

The Financial Advisory Committee shall review all requests to incur debt and/or issue bonds or notes in the name and upon the full faith and credit of the District in accordance with and as provided in G.L. c. 6A, §§ 18R (g) and (h). A two-thirds (2/3) vote for the approval of the incurring of such debt or issuance of such bonds or notes shall be required before such debts may be incurred or such bonds or notes issued. The Financial Advisory Committee shall ensure that any such issuance shall clearly state that it is not backed by the full faith and credit of the Participating Communities and that the Participating Communities are not guarantors of any such bonds or notes.

The Financial Advisory Committee shall advise the Board on issues regarding the lease, purchase or lease-purchase of land, buildings or building spaces on an advisory basis.

The Financial Advisory Committee shall work with the Treasurer to ensure that the proper controls are in place to prevent misappropriation or other irregularities in the handling of cash, receipts and expenditures.



The Financial Advisory Committee shall assist the Board of Directors in long-term financial planning, including five (5) and ten (10) year grant and other income and expenditure projections, sources of additional revenue, cost saving and cost avoidance initiatives, alternative sources of income, and capital and maintenance needs and spending projections.

#### **Section 5. The Western Massachusetts Emergency Communications Center**

The initial dispatch center (WESTCOMM), shall be located at 110 Church Street, Chicopee, MA, 01020, housed within the Chicopee Police station but legally separate from Chicopee Police Department operations and jurisdiction. The Center shall include a main dispatch room of approximately 24 ft. x 32 ft., with space for seven (7) dispatch consoles and related equipment. Adjacent to the main dispatch room is office space for the Executive Director and kitchen space. A secure equipment room approximately 16 ft. x 19 ft. will be located in the basement of 110 Church St. for housing servers, electronic and communications equipment required by the Center. Staff will have use of lockers and lavatory facilities within the building.

The dispatch center shall provide suitable and necessary components for a modern dispatch center. All equipment, systems, fixtures, goods and other personal property and materials within the center as it may deem necessary and appropriate shall be procured in its own name by the District. Said equipment and materials will be supported and maintained through the annual operational budget. The District shall, in its own name, by purchase, written lease or written license, procure the facility in which the Center will operate, as well as an area whereby a tower or other structure for the installation of antennae shall be constructed and/or rehabilitated.

In the event any Participating Community and the Board determine that assets, including personal property, currently under the care, custody, management and control of any of the Participating Communities for their respective dispatch operations would be appropriate for installation and use in the Center, the Participating Community may lease or donate such property for use in the Center, subject to the approval of the Board of the terms of the lease and/or acceptance of the donated equipment. Should any such donating Participating Community withdraw or terminate its membership in the District pursuant to Sections 12 or 13, any such donated capital assets or equipment shall remain the property of the District, unless the remaining members of the Board vote to authorize a return or partial return of such assets to the donating Participating Community. Leased equipment shall revert to the use of the lessor Participating Community or otherwise disposed of, pursuant to terms of the lease.

The Board of Directors shall not accept any equipment or property offered to the District by any Participating Community as a loan.

Upon termination or dissolution of the District, all equipment, fixtures, goods or other personal property installed or otherwise used at the Center (other than that which has been constructed or installed and is permanently affixed to the facility premises, or affixed in a manner so that it cannot be removed without defacing or damaging the premises), which has been procured by and on



behalf of the District with funds provided by the Participating Communities, shall remain the property of the District. Any such personal property which has been purchased with funds provided by a grant shall, upon proper request, become the property of the granting authority which provided the funds. Upon the dissolution of the District, diligent efforts shall be made to sell the property of the District (excluding property purchased with grant funds), and the proceeds therefrom shall be equitably distributed among the Participating Communities according to the relative percentage of the assessments paid by the Participating Communities during the five (5) years immediately preceding termination.

The Board shall be responsible for determining what communications and other equipment is necessary to operate and maintain the dispatch system, taking into account the recommendations of the Operations Committee, the Financial Advisory Committee, the Executive Director and any other permanent or ad hoc committees established by the Board. In making decisions regarding equipment, the Board shall be guided by the following principles:

- The dispatch facility shall provide consolidated regional public safety communications and dispatch services to the Participating Communities.
- All dispatch facility components shall be compatible with each other.
- The choice of dispatch facility components and the operation and maintenance of the system shall be those that provide the highest level of safety and service to the emergency dispatch and communications needs of the citizens of the region, consistent with recognized budgetary constraints.
- Equipment purchased by the District, or with grant or other funds provided by the District, shall remain the property of the District.
- To the maximum extent possible, the District shall provide and maintain the necessary local telephone circuits, radio circuits/frequencies antennae, and any related and/or necessary equipment required for their respective emergency networks. Costs not assumed by the District, including on-going maintenance of local technology shall remain the responsibility of each respective Participating Community unless the Board, by two-thirds vote, agrees to assume or subsidize some of these costs

All goods and services procured by the District shall be procured pursuant to applicable procurement laws rules and regulations.

#### **Section 6. Fiscal Year of the District**

The fiscal year of the District shall be July 1 to June 30 of each year, except if the Effective Date of this District Agreement is other than July 1, in which case, the first fiscal year shall be the short year commencing on the Effective Date and ending the following June 30.

#### **Section 7. Annual Budget**

The Executive Director, with the assistance and advice of the Operations Committee shall develop and recommend to the Board and the Finance Advisory Committee an annual budget according to the schedule as established by the Board of Directors. The annual budget shall set forth all anticipated expenses and revenues for the following fiscal year and contingency funds for



unanticipated operating and capital expenses. The Board shall review and modify the budget as it deems appropriate and submit it to the Financial Advisory Committee for final review and approval. The Financial Advisory Committee shall approve the final budget by January 20 prior to the commencement of the new fiscal year on July 1.

The annual budget shall include the operating budget, the budget of planned capital expenses for that fiscal year, the operating reserve budget and the capital reserve budget. The District shall maintain a goal of having an operating reserve budget approaching ten (10%) percent of the non-personnel costs of the total operating budget. The budget shall include any planned capital expenses and the salaries and benefits for all persons employed by the District as well as funds necessary to repay debt and interest. These shall be subject to the budget approval process set forth herein. The useful life of equipment and other assets shall be considered when formulating the annual budget. Using a similar submission and approval process, the District may also prepare a five year capital spending plan.

Money allocated to the operating reserve or the capital reserve may only be expended with the express approval of the Financial Advisory Committee. Any unspent portion of the operating budget or reserve budget shall be carried forward to the next fiscal year, in addition to the reserve allocation for such fiscal year, except that, without the explicit affirmative vote of the Board of Directors and the Financial Advisory Committee, the total operating reserve fund for the District shall not exceed ten (10%) percent of the gross non-personnel costs of the annual operating budget of the District. With the approval of the Financial Advisory Committee, funds in excess of this amount may be applied to offset costs in the next fiscal year's operating and/or capital budget, with a corresponding reduction in the assessments required of each Participating Community, as provided in Section 8 below.

The total budget upon which the assessment against each Participating Committee is based will be reduced by revenues from entities not a party hereto, by unexpected or unencumbered funds available at the end of each fiscal year, by grants, and by other revenue available to the District.

The FY 2023 budget summary for the District is included as Attachment A.

In the event that emergency expenditures are required to maintain system integrity in excess of the amount budgeted therefore, the District is authorized to incur the same first from the reserve fund and second from any other funds available.

All financial obligations of the Participating Communities shall at all times be subject to annual municipal appropriation, including but not limited to the Participating Communities' indemnification obligations under Section 16 Paragraph B below. The Board shall apportion the amounts necessary to maintain and operate the District during the ensuing fiscal year according to the terms of the Section 8 of the District Agreement. The amounts apportioned for each Participating Community shall be certified by the District Treasurer to the Mayor of Chicopee and other Chief Executive Officers, Assessor, Boards of Assessors, and Treasurers of the Participating Communities not later than February 1, annually and the amounts so certified shall be appropriated and paid to the District Treasurer at the times specified in Section 8 of this District Agreement. If any Participating Community fails to include any apportioned amount so certified in its



appropriations for the fiscal year, pursuant to G.L. c. 6A § 18S and the Agreement, the Assessor or Board of Assessors of that Participating Community shall raise the amount in the tax levy for that year under G.L. c. 59, § 23.

#### **Section 8. Allocation of Costs for the District**

The allocation of costs of the annual operating, capital, operating reserve and capital reserve budgets for the District shall be based upon fifty per cent (50%) of the Participating Community's population, as a percentage of the total population of the all the Participating Communities in the District and fifty percent (50%) based upon the Community's total annual call volume, as a percentage of the total call volume for the entire District; except that, should, using this formula, any Participating Community's share equal less than the greater of ten percent (10%) of total operating and operating reserve costs for the District, or one hundred thousand dollars (\$100,000), then, such Participating Community shall be assessed and pay the greater of ten percent (10%) of total operating and operating reserve costs, or one hundred thousand dollars (\$100,000). In such a case the remaining costs shall be assessed to the remaining Participating Communities based upon fifty percent (50%) of the Community's population, as a percentage of the total population of those remaining Participating Communities in the District and fifty percent (50%) based upon the Participating Community's total 911 annual call volume, as a percentage of total call volume for those remaining Participating Communities in the District.

Each Participating Community agrees to be assessed and assume its proportional share of all costs and expenses for equipment, facilities, (including maintenance thereof), personnel and operations for the District based upon this formula and to promptly remit payment according to the schedule provided for as described below.

Population figures shall be based upon the official U.S. Census Bureau totals for each participating community, from the last ten (10) year Census, or the Official U.S. Census Bureau five (5) year Census estimate, whichever is more current. Call volumes shall be determined by the previous calendar year CAD data minus predetermined officer initiated call reasons.

Adjustments to the numeric values used in this fifty percent (50%) Population – fifty percent (50%) Call Volume formula shall be made beginning in the first fiscal year after new data is released by the U.S. Census Bureau (population) and/or by the annual CAD data, provided the data is released at least six (6) months prior to the beginning of the next fiscal year.

Any calls received by the District in such a manner that they cannot be attributed to one of the Participating Communities shall not be counted as part to the overall total in determining the proportionate share of total calls attributable to each Participating Community.

The Participating Communities acknowledge and agree that, based upon the most recent data available, the 2020 U.S. Census Bureau population estimate, and the District's report on 2021 call volumes, the allocation of costs of the annual operating, capital, operating reserve and capital reserve budgets for the District as of the signing of this agreement, are as follows:



	Population %		Call Volume %		Combined %
Chicopee	55,126	52.19%	49,049	46.32%	49.26%
Longmeadow	15,705	14.87%	13,461	12.71%	13.79%
East Longmeadow	16,192	15.33%	11,033	10.42%	12.87%
Monson	8,787	8%	9,351	8.83%	8.57%
Ware	9,811	9%	23,000	21.72%	15.50%
Total	105,621	100.00%	105,894	100.00%	100.00%

The minimum initial assessment for a participating community is one hundred thousand dollars (\$100,000) and the remaining Participating Communities would be assessed and pay their Combined Percentage of the remaining costs of the annual operating and operating reserve budget for the operation of the District.

Capital and capital reserve budgets would be assessed according to the fifty percent (50%) of the Community's population, as a percentage of the total population of the all the Participating Communities in the District and fifty percent (50%) based upon the Community's total annual call volume, as a percentage of the total call volume for the entire District.

These values shall be used to set the allocation of costs among the Participating Communities until updated census and/or call volume data, as described above become available, at least six (6) months prior to the next fiscal year. The Executive Director, with the assistance of the Financial Advisory Committee shall be responsible for informing the Board of any changes in the allocation percentages based upon updated census and/or call volume data.

Payment of assessment is due and payable each July 30. Participating Communities shall be subject to reasonable penalties and interest if payments are not received within thirty (30) calendar days of the due date, to wit: a five percent (5%) late charge imposed upon the assessment payments not received within thirty (30) calendar days following the scheduled dates for payment. An additional five percent (5%) charge shall be imposed if payment is not made within an additional thirty (30) calendar days.

#### **Section 9. Revolving Fund; Accounting; Audits**

In order to finance the operation and administration of the District, there shall be established and maintained a segregated revolving fund account (the "Revolving Fund") and such other accounts as may be appropriate. The District shall have its own taxpayer identification number. All payments received by the District and all expenses paid by the District shall be deposited into or paid from the Revolving Fund.



The Treasurer shall be responsible for maintaining accurate and comprehensive records on the basis of generally accepted accounting principles, consistently applied, of all funds deposited into and paid from the Revolving Fund and other accounts as well as records of all services procured, costs incurred, liabilities and reimbursements.

The Treasurer shall ensure that the accounting system for the District includes the following:

- General ledger;
- Accounts payable and invoice processing and payment system;
- Accounts receivable and invoice and cash receipt processing system;
- Payroll processing and associated human resource services;
- Bank account maintenance and reconciliations;
- Billing the District for administrative support provided by the Treasurer's Participating Community;
- Financial statement preparation, as required;
- Audit preparation, as required;
- Preparation of year-end 1099s and W-2s; and
- Grant management and administration functions, as required and appropriate.

Not less frequently than annually, the Treasurer, assisted by the Executive Director, shall reconcile cumulative payments made by the Participating Communities into the Revolving Fund against cumulative amounts owed. Participating Communities shall be credited for overpayments or billed for shortfalls, as appropriate. Positive balances will be carried over to the following fiscal year subject to the provisions of Section 7 above.

The Treasurer shall cooperate with the Board of Directors and Financial Advisory Committee in providing financial data to them upon request. Financial statements shall be issued to all Participating Communities by the Treasurer on a quarterly and annual basis. There shall be an audit of the books and records of the District performed by an independent third-party certified public accountant following the end of each fiscal year. The cost of performing the audit shall be an expense of the District.

#### **Section 10. Providing Services to Entities That Are Not Participating Communities of the District**

The District may provide dispatch and other communication services to other public or private agencies which provide a critical public health or safety service and/or public agencies not a party to this Agreement, but only after review and approval by the Operations Committee, the Executive Director, and the Board. Authorization of and approval for such terms shall be memorialized by contract or other written agreement unless it is an emergency, in which case, the Executive Director is authorized to provide such service.

With the assistance and advice of the Financial Advisory Committee, the Board shall establish the amount of charge(s) for the service(s) being provided to other non-member entities. Charges will be set with the intent of recovering all capital, operational, and maintenance costs expended in



providing the services to a particular entity, both annually and for prorated periods thereof, as well as sums as may be needed for further improvements, repairs, upgrades or expansions.

#### **Section 11. Adding Additional Participating Communities to the District**

Any municipality or other governmental agency that is not a party to the District Agreement as of the Effective Date may seek membership in the District upon submission of a written statement from its Chief Executive Officer directed to the Chair of the Board, expressing such interest. At that point, representatives of the interested municipality/agency may attend meetings of the Board, the Operations Committee, the Financial Advisory Committee, and any other Committees established in the District, as interested parties with rights to participate in the discussion, but not to vote.

Upon submission to the Chair of the Board of written documentation indicating that the other governmental agency has, by affirmative vote of its city council, or town meeting, as appropriate, or otherwise, requested membership in the District, the Operations Committee and the Financial Advisory Committee shall each place on its meeting agenda the question of whether to proceed with the planning to prepare to admit the requesting municipality or other governmental agency. After receiving the recommendations of the Executive Director, the Operations Committee and the Financial Advisory Committee, the Board shall determine, by majority vote of all members, whether to move forward with final planning for admitting the requesting municipality or other governmental agency to the District.

During this final planning period, the municipality or other governmental agency shall work in good faith and with all due diligence with the Executive Director, the Operations Committee, the Financial Advisory Committee and the Board to determine all actions and costs associated with becoming a member of the District and integrating the requesting municipality's or other governmental agency's call answering and dispatch and related functions into the services provided by the District.

After completion of this work on transitioning into the District, and upon certification by the Executive Director, (after consultation with the Operations Committee), that the Center is ready to begin servicing the requesting municipality, the Board shall take a final vote on accepting the new member and the terms of admission, with a two-thirds vote of all members required for admission.

Admission of a municipality or other governmental entity to the District as a full member and Participating Community shall require:

- The affirmation of the Executive Director and Operations Committee that all matters within their purview, including but not limited to matters relating to communications equipment and systems, maintenance, operations, protocols and policies and procedures, facilities, personnel, training and supervision have been satisfactorily addressed; and



- The affirmation of the Financial Advisory Committee that the municipality or other governmental entity has paid to the District the full amount of its assessment due at that time for the then current fiscal year, plus any and all other costs or expenses relating to membership in the District attributable to the municipality and that all other matters within their purview have been satisfactorily addressed; and
- The affirmation and affirmative vote of two-thirds (2/3) of all members of the Board of Directors that all matters within its purview have been satisfactorily addressed.

Subject to these requirements, upon the affirmative vote of the Board of Directors and upon execution of the necessary amendment to the District Agreement signed by all Participating Communities, the municipality shall become a full member and Participating Community in the District with full voting rights on the Board of Directors, the Operations Committee, the Financial Advisory Committee and any other Committees established by the Board, and shall thereupon assume all the rights, responsibilities, costs, liabilities of each of the other Participating Communities and shall at all times be subject to the terms and conditions of this District Agreement.

In the event the requesting municipality withdraws its formal request to be admitted to the District, the requesting municipality shall be required to reimburse the District for the time expended by the Executive Director in planning for admission of the requesting municipality. The Executive Director shall account for all the time accrued on behalf of planning the requesting municipality's admission based upon the Executive Director's then salary as well as that of any other staff participating in the planning.

## **Section 12. Termination of Individual Participating Communities from the District at the Expiration of the Current Term of the Agreement**

A Participating Community may elect to terminate its membership in the District by providing written notice to the Chair of the Board of Directors not less than one hundred and eighty (180) days' notice. The community withdrawing from the District shall be responsible for all costs and obligations attendant to its membership and participation in the District, including but not limited to, personnel costs, up to and including the date of its termination of membership. A withdrawing Participating Community shall continue to be assessed in each year its allocable share of debt service on any outstanding bonds or notes of the District in the same proportion as it had been assessed in its last full fiscal year of membership in the District, notwithstanding its withdrawal from the District. No Participating Community shall be entitled to retain or be reimbursed for any costs or liabilities incurred prior to the effective date of termination of its membership, including, without limitation, any other fees, costs, or expenses attributable to this District Agreement.

Equipment purchased by the District, and being used by the terminating community shall be returned to the District on or prior to the date of termination, unless the Board of Directors approves transfer of ownership of such equipment for sound and sufficient consideration.

Following receipt of notice of termination, the remaining Participating Communities shall attempt to mitigate the damages caused by termination by either obtaining other parties to join the District



or by reducing expenses of the District, as determined in the sole discretion of the remaining Participating Communities acting through the Board of Directors. Until such mitigation occurs, the terminating party shall remain liable for its assessment in full until the end of the fiscal year in which termination takes place. All parties to this District Agreement agree that the dispatch system is configured and expenditures are committed based upon the understanding that all parties will remain members of the District at least until the end of the then current term and those payments to be made hereunder represent reasonable liquidated damages and not a penalty.

**Section 13. Withdrawal of Individual Participating Communities from the District Prior to the Expiration of the Current Term of the Agreement**

A Participating Community may also elect to withdraw from membership in the District by providing written notice to the Chair of the Board of Directors not less than two (2) years *prior* to the effective date of withdrawal. Withdrawal of membership from the District shall be effective two (2) years after notice of intent to withdraw. Notwithstanding the above, the two (2) year notice period may be reduced or waived by a two-thirds (2/3) majority vote of the remaining non-withdrawing member communities.

The community withdrawing from membership shall be responsible for all costs and obligations attendant to its membership and participation in the District, including but not limited to personnel, up to and including the date of its withdrawal of membership. A withdrawing Participating Community shall continue to be assessed in each year its allocable share of debt service on any outstanding bonds or notes of the District in the same proportion as it had been assessed in its last full fiscal year of membership in the District, notwithstanding its withdrawal from the District. No Participating Community shall be entitled to retain or be reimbursed for any costs or liabilities incurred prior to the effective date of withdrawal of its membership, including, without limitation, any other fees, costs, or expenses attributable to this District Agreement.

Equipment purchased by the District, and being used by the withdrawing community shall be returned to the District on or prior to the date of withdrawal, unless the Board of Directors approves transfer of ownership of such equipment for sound and sufficient consideration

Following receipt of notice of withdrawal, the remaining Participating Communities shall attempt to mitigate the damages caused by withdrawal by either obtaining other parties to join the District or by reducing expenses of the District, as determined in the sole discretion of the remaining Participating Communities acting through the Board. Until such mitigation actually occurs, the withdrawing party shall remain liable for its assessment in full until the end of the fiscal year in which termination takes place. All parties to this District Agreement agree that the dispatch system is configured and expenditures are committed based upon the understanding that all parties will remain members of the District at least until the end of the then current term and those payments to be made hereunder represent reasonable liquidated damages and not a penalty.



#### **Section 14. Amending the District Agreement**

Amendments to this District Agreement shall require a two-thirds (2/3) vote of all members of the Board of Directors.

#### **Section 15. Termination and Dissolution of the District**

The District Agreement and the District shall be terminated at the end of its then current term upon written notice to the Chair of the Board of Directors, not less than one hundred and eighty (180) days prior to the expiration of the then current term of the District Agreement, by all or all but one of the Participating Communities of their intent to terminate their participation in the District at the end of the then current term.

Upon the termination of the District Agreement and the District, each Participating Community shall remain liable for its allocable share of any bonds or notes of the District outstanding at the date of dissolution of the District Agreement and the District. For purposes of this section, each Participating Community's allocable share of the District's outstanding bonds or notes shall be equal to the allocable shares of debt service assessed to each Participating Community in the District's last approved budget.

Should all Participating Communities agree to terminate the District Agreement and the District at a time other than at the end of the then current term, the District Agreement and the District shall terminate according to the terms unanimously agreed to for its dissolution. In the event that the District shall be comprised of less than two (2) communities, the District shall be terminated pursuant to then applicable law.

This agreement shall not be considered as having expired and no disposition of assets shall be made to the Participating Communities to the agreement at the time of dissolution until the Board reasonably exhausts all means of collecting any monies due the District under the terms of the agreement, or from other parties not subject to the agreement, and identifies and satisfies all obligations and liabilities related to the District. A final accounting shall be prepared by the Executive Director and shall be submitted to the Board for approval before any final disposition of assets may be made and termination of the agreement consummated.

Upon expiration of the Agreement, the Participating Communities shall retain title to those capital assets purchased in their individual names and made available for use by the District.

#### **Section 16. General Provisions**

##### **A. Severability and Compliance with Applicable Law:**

Should any part, term, portion or provision of this District Agreement or the application thereof to any person or circumstances be determined by a court of competent jurisdiction to be in conflict with any local, state, or federal law, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms, portions or provisions or the application thereof to other persons or circumstances shall be deemed severable and not affected thereby. The Participating



Communities further intend for this District Agreement to be modified to comply with any applicable local, state or federal law, should it be determined not to be in compliance and further intend that it remain binding between and among them as so modified. In particular but without limiting the generality of the foregoing, the Participating Communities intend for this District Agreement to remain binding against each of them, notwithstanding any legal requirement that would alter the term thereof or change the way in which any party is required to pay its share of assessments. The parties will remain bound hereunder subject to such modified terms.

B. Indemnification:

By entering into this District Agreement, none of the Parties have waived any governmental immunity or limitation on liability or damages that may be extended to them by operation of law. This agreement is by and between the Parties which have executed it and each states and affirms that it is intended for their mutual benefit alone and is not intended to confer any express or implied benefits on any other persons or entity. This District Agreement is not intended to confer third party beneficiary status to any person. It is expressly understood that the services provided hereunder are deemed for public and governmental purposes. All privileges and immunities from liability enjoyed by municipalities shall extend to their participation hereunder and to the activities so undertaken to the fullest extent provided by law.

C. Pre-existing Relationships:

This District Agreement shall not affect any pre-existing, independent relationship(s) or obligations between the Parties on any subject or between the Parties and any other third party of parties, including but not limited to "mutual aid" agreements.

D. Acts Beyond the Control of the Parties:

None of the Participating Communities shall be responsible for delays or failures in performance from acts beyond the reasonable control of such Party (e.g. riot or institutional disturbance, natural or man-made disaster).

E. Notices:

All correspondence or other notice related to this District Agreement shall be in writing and delivered to each Participating Community to the address and contact person provided from time to time by each Participating Community. Each Party hereto authorizes the other to rely in connection with their respective rights and obligations under the District Agreement upon approval by the party so designated or any person designated in substitution or addition hereto by notice, in writing, to the Party so relying.

F. Execution in Counterparts:

This District Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.



G. Binding Effect:

This District Agreement shall be binding upon and shall inure to the benefit of each Party and its successors and permitted assigns.

H. Governing Law:

This District Agreement has been executed and delivered in and shall be construed and enforced in accordance with the laws of The Commonwealth of Massachusetts and the parties hereto submit to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this District Agreement.

I. Choice of Forum:

Any legal proceeding brought by an employee of the District or any party hereto may be brought in a court with proper jurisdiction in Hampden County.

J. Legal Redress:

The Board, acting on behalf of the Parties, shall have the right to seek legal redress if necessary to obtain payment on amounts due or otherwise to enforce the terms of this agreement. Venue for any litigation under this Agreement shall be Hampden County.

K. Dispute Resolution:

Each Party retains the right to seek a declaratory judgment regarding its rights hereunder or the application of law to a dispute between or among the parties. In addition, the Parties may agree to submit a dispute to arbitration, mediation or another form of alternative dispute resolution.

Should the Parties agree to submit a dispute to arbitration, it shall be done in accordance with the rules and regulations of the American Arbitration Association for commercial disputes. The Board of Directors and the Other Party(ies) to the dispute shall agree on the appointment of an arbitrator. In the absence of an agreement, the arbitrator shall be selected by the American Arbitration Association according to their regular process for commercial disputes. The decision of the arbitrator shall be binding, except that arbitrator does not have the power to change or amend any provisions of the District agreement.

L. Relationship of Parties:

None of the provisions of this District Agreement is intended to create any relationship between the Parties other than that of independent Parties contracting with each other for the purpose of effecting the provisions of this District Agreement. The Parties shall not, and shall not be construed to be, in a relationship of joint venture partnership or employer-employee.



M. Waiver:

No delay or failure to require performance of any provisions under this District Agreement shall constitute a waiver of the provision as to that or any other instance. Any waiver granted by a Party must be in writing.

N. Headings:

The headings used herein are for convenience only and shall not be considered in any interpretation of this agreement.

O. Joint Drafting:

Each Party acknowledges that it has participated equally in the drafting of this Agreement and that each has consulted with legal counsel of its own choosing on entering this Agreement.

P. Entire Agreement:

This District Agreement represents the entire agreement of the parties and supersedes any previous agreements between the parties relating to the same subject matter.



## Attachment A

### WESTCOMM Annual Budget Fiscal Year 2023

#### PERSONNEL

Position	
Executive Director	1
Deputy Director	1
IT Manager	1
Radio Tech/IT Support	1
Special Project Assistant	0.5
Admin Assistant	0.5
HR Admin	1
Procurement Officer	0.5
Treasurer	0.5
Quality Assurance Analyst	1
Supervisors	6
Dispatchers - Full time	30
Dispatchers - Part Time	5
<b>TOTAL</b>	<b>49</b>

#### BUDGET

<b>TOTAL OPERATING COSTS</b>	<b>\$1,034,378</b>
<b>TOTAL PERSONNEL COSTS</b>	<b>\$3,387,385</b>
<b>TOTAL BUDGET</b>	<b>\$4,421,764</b>
<b>STATE 911 REIMBURSEMENT 75%</b>	<b>\$3,245,797</b>
<b>ASSESSED TOTAL</b>	<b>\$1,175,967</b>

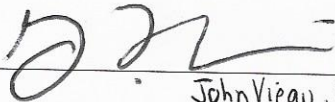
<b>MONSON - (flat rate: 10% of assessed total)</b>	<b>\$117,597</b>
<b>CHICOPEE</b>	<b>\$570,111</b>
<b>LONGMEADOW</b>	<b>\$159,610</b>
<b>EAST LONGMEADOW</b>	<b>\$148,963</b>
<b>WARE</b>	<b>\$179,687</b>
<b>TOTAL</b>	<b>\$1,175,967</b>



IN WITNESS WHEREOF, the Participating Communities have hereto intending to be legally bound have caused their duly authorized representatives to set their hands and seals below.


(Signatures)

On Behalf of the City of Chicopee:

  
John Vieau, Mayor

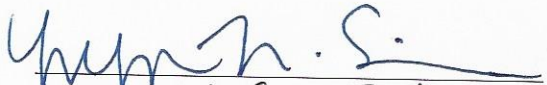
4/25/22  
Date

On Behalf of the Town of East Longmeadow:

  
Town Manager Mary McNally

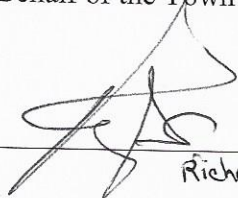
4/25/22  
Date

On Behalf of the Town of Longmeadow:

  
Lyn Simmons, Town Manager

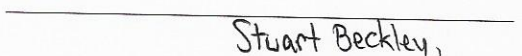
4/27/2022  
Date

On Behalf of the Town of Monson:

  
Richard Smith, Select Board  
Chair

4/26/22  
Date

On Behalf of the Town of Ware:

  
Stuart Beckley,  
Town Manager

\_\_\_\_\_  
Date



IN WITNESS WHEREOF, the Participating Communities have heretofore intending to be legally bound have caused their duly authorized representatives to set their hands and seals below.

(Signatures)

On Behalf of the City of Chicopee:

\_\_\_\_\_  
Date

On Behalf of the Town of East Longmeadow:

\_\_\_\_\_  
Date

On Behalf of the Town of Longmeadow:

\_\_\_\_\_  
Date

On Behalf of the Town of Monson:

\_\_\_\_\_  
Date

On Behalf of the Town of Ware:

Ann B. Behrman  
Date 4/19/2022

**REGIONAL 911 EMERGENCY COMMUNICATIONS  
WESTERN MASSACHUSETTS EMERGENCY COMMUNICATIONS DISTRICT  
MEMORANDUM OF AGREEMENT**

In order to establish, site or construct, equip, staff, administer, operate and maintain a consolidated regional 911 emergency communications and dispatch system, the City of Chicopee and the Towns of East Longmeadow, Hampden, and Longmeadow (collectively the "Participating Communities") entered into a regional 911 emergency communications district agreement ("the District Agreement") on or about June 28, 2017.

WHEREAS, the Towns of Hampden and East Longmeadow subsequently withdrew as a Participating Community member within the District Agreement on or about December 6, 2017 and December 7, 2017 respectively.

WHEREAS, the Towns of Monson, East Longmeadow and Ware subsequently became Participating Community members within the District Agreement on or about June 1, 2020, June 30, 2020, and November 16, 2021 respectively.

WHEREAS, the District Agreement is set to expire at the end of its five (5) year term on June 28, 2022.

WHEREAS, the current Participating Communities do not wish for the District Agreement to automatically renew as set forth in Section 3 of the District Agreement for an additional five (5) year term.

WHEREAS, the Participating Communities intend to enter into a separate successor district agreement ("Successor Agreement") that is set to take effect on or about July 1, 2022.

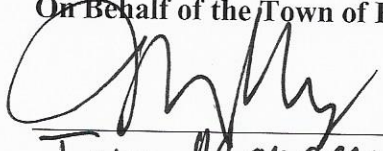
WHEREAS, the Participating Communities wish to amend the current District Agreement pursuant to terms of this Memorandum so that the duration of the District Agreement and its terms therein may extend to June 30, 2022.

NOW THEREFORE, in consideration of the mutual promises herein the Participating Communities agree that the following changes will be incorporated into the District Agreement which was set to expire June 28, 2022:

1. Term of Agreement: Section 3 of the District Agreement and any term/duration references therein shall be modified so that the term of the agreement will be extended two (2) additional days to June 30, 2022. There shall also no longer be any automatic renewal provisions.
2. Termination and Dissolution of the Dispatch Agreement: Section 15 of the District Agreement is hereby modified so that termination of the District Agreement after June 30, 2022 in accordance with this Memorandum will not require one hundred eighty (180) days written notice to the Chair of the Board of Directors.



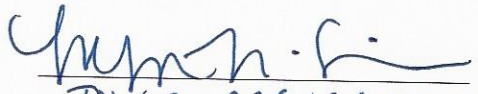
On Behalf of the Town of East Longmeadow:

  
Town Manager  
Mary McNally

Dated: 4/25/22

Town Manager

On Behalf of the Town of Longmeadow:

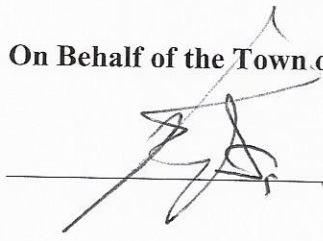
  
Town manager

Dated: 4/27/2022

Lyn Simmons

Town Manager

On Behalf of the Town of Monson:



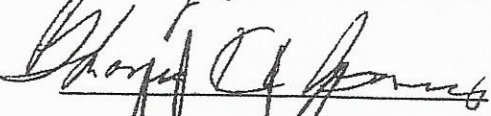
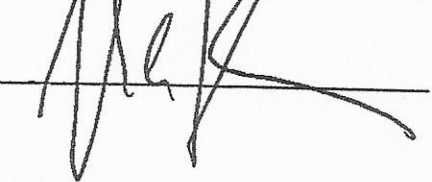
  
\_\_\_\_\_

Dated: 4/26/22

Dr. Richard M. Smith

Select Board Chair

On Behalf of the Town of Ware:

Dated: 4/19/2012




3. Severability. Should any provision of this Memorandum be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term, or provisions shall be deemed not to be a part of this Memorandum.
4. Interpretation and Enforcement of Agreement: This Memorandum will be interpreted and construed for all purposes under the laws of the Commonwealth of Massachusetts and may be enforced only in and by the courts located in the Commonwealth of Massachusetts, which shall have exclusive jurisdiction over this matter.
5. The Memorandum shall become effective upon the signing of all Parties.

All other terms, conditions, and provisions of the District Agreement not expressly altered by the above provisions shall remain in full effect throughout the duration of the District Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hand and seals to this Memorandum and agree to the terms contained herein on the dates set forth below:

**On Behalf of the City of Chicopee:**

  
\_\_\_\_\_

Dated: 4/25/22

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_